

CHAPTER XIX

STAMPS AND STAMP DUTIES

IT is not intended in this chapter to give particulars of the stamp duties payable on conveyances and other deeds and documents common to conveyancing. These can be better obtained from every solicitor's diary or desk book. Nor is it intended to furnish a list of the stamp duties imposed by old statutes now repealed and which would assist a solicitor or his clerk in checking the stamps on old deeds.

But there are certain general points of conveyancing practice relative to stamps and stamp duties which every clerk should know.

For example, stamp duty on a conveyance must be paid within 30 days of the execution of the deed. If not stamped within that period, a penalty is payable for failure to stamp.

Furthermore, a deed cannot be produced in a court of law unless it has been duly stamped.

A contract or agreement under hand must be stamped within 14 days of signature. If not, there is a penalty for non-stamping.

The date of execution or signature is the date from which the 30 days or 14 days will run—not the date of the deed or agreement. In practice, however, the Inland Revenue officials usually ac-

cept the date of the deed as the date of execution—
principally because there is no other evidence of
the date of execution.

If a deed or document is executed or signed
abroad, the period in which it may be stamped will